

**County of Mercer**

McDade Administration Building, 640 South Broad Street, P.O. Box 8068, Trenton, NJ 08650-0068

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**REQUEST FOR PROPOSALS (RFP) FOR  
BRANDING AND MARKETING OF THE TRENTON-MERCER AIRPORT  
FOR A PERIOD OF ONE YEAR**

**To Be Received On**  
DECEMBER 9, 2014 AT 11:00 A.M.



RFP 2014-05

**COUNTY OF MERCER  
NOTICE OF REQUEST FOR PROPOSAL  
RFP2014-05**

**Exempt Services**

The County of Mercer is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

Mercer County is soliciting proposals for:

**Branding and Marketing of the Trenton-Mercer Airport for a period of One Year**

Mercer County requires submission by December 9, 2014 at 11:00 A.M. to:

Marcella Covello  
Purchasing Agent  
640 S. Broad Street, Room 321  
Trenton, NJ 08650-0068

Late submissions will not be accepted.

**With the exception of the United States Postal Service, express mail shall be delivered to the Department of Purchasing, 640 S. Broad Street, Room 321, Trenton, New Jersey 08611.**

It is the responsibility of prospective respondent's to check this website for any addenda issued prior to the proposal opening. Failure to do so could result in the rejection of your submission.

Specifications are available on the Mercer County website at:

<http://nj.gov/counties/mercercounty/procurement/bidsopp.html>

<b>RELEASE:</b>	<b>NOVEMBER 14, 2014</b>
<b>PREPROPOSAL CONFERENCE:</b>	<b>NOVEMBER 21, 2014 AT 10:00 A.M. AT 640 S. BROAD STREET, TRENTON, NEW JERSEY IN ROOM 321</b>
<b>QUESTIONS:</b>	<b>NOVEMBER 24, 2014 TO</b> <b><a href="mailto:MCOVELLO@MERCERCOUNTY.ORG">MCOVELLO@MERCERCOUNTY.ORG</a> BY 4:00 P.M.</b>
<b>ADDENDA ISSUED:</b>	<b>NOVEMBER 25, 2014 ON COUNTY WEBSITE</b>
<b>PROPOSALS DUE:</b>	<b>DECEMBER 9, 2014 AT 11:00 A.M.</b>

Respondents shall comply with the requirements of P.L. 1975 C127. (N.J.S.A. 17:27 et seq.)

Marcella Covello, QPA  
Purchasing Agent  
County of Mercer  
RFP2014-05 BRANDING OF THE TRENTON-MERCER AIRPORT

**MERCER COUNTY, NEW JERSEY**  
**Department of Transportation and Infrastructure**



**Request for Proposals (RFP)**  
**Branding and Overall Marketing of the Trenton-Mercer Airport**

**Brian M. Hughes, Mercer County Executive**

**Aaron T. Watson, Director**  
**Department of Transportation and Infrastructure**  
**McDade Administration Building**  
**640 S. Broad Street**  
**PO Box 8068**  
**Trenton, NJ 08650**

## **1. Introduction**

The Mercer County Department of Transportation and Infrastructure requests proposals from all interested parties for the branding and marketing at the Trenton-Mercer Airport (TTN). The responses shall include specific information on your company and how your firm can best promote and market the Trenton-Mercer Airport.

## **2. Administrative Conditions and Requirements**

The following items express the administrative conditions and requirements of this RFP. Together with the other RFP sections, they will apply to the RFP process, the subsequent contract, and project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the County of Mercer, hereinafter referred to as owners, to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful Respondent, as accepted by the owner, will become part of any contract awarded as a result of this RFP.

### **2.1 Schedule**

<b>RELEASE:</b>	<b>NOVEMBER 14, 2014</b>
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<b>PROPOSALS DUE:</b>	<b>DECEMBER 9, 2014 AT 11:00 A.M.</b>

### **2.2 Proposal Submission Information:** One (1) Original and Three (3) copies.

It is the respondent's responsibility to submit proposals to the County at the time and at the place designated. Proposals may be hand delivered or mailed; however, the County disclaims any responsibility for regular or overnight mail. If the proposal is sent by express mail service, the designation must also appear on the outside of the express mail envelope. Proposals received after the designated time and date shall be returned unopened.

Clearly mark the submittal package with the title of this RFP and the name of the responding firm. The original proposal shall be marked to distinguish it from the copies.

### **2.3 Using Department Information**

The Using Department for these services is the Trenton-Mercer Airport  
340 Scotch Road  
Suite 200  
Ewing, NJ 08628

### **2.4 County Representative for this Solicitation**

Please direct all questions in writing to [mcovello@mercercounty.org](mailto:mcovello@mercercounty.org)

### **2.5 Interpretations and Addenda**

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the owner's representative in response to such comments and questions will be issued by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

## **2.6 Quantities of Estimate**

Wherever the estimated quantities of work to be done are shown in any section of this RFP, including the Proposal Cost Form, they are given for use in comparing proposals. The owner especially reserves the right (except as herein otherwise specifically limited) to increase or diminish the quantities as may be deemed reasonably necessary or desirable by the owner to complete the work detailed by the contract. Such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

## **2.7 Cost Liability and Additional Costs**

The owner assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the owner shall be limited to the terms and conditions of the contract. Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the owner, are not to be billed and will not be paid.

## **2.8 Statutory and Other Requirements**

### **2.8.1 Compliance with Laws**

Any contract entered into between the contractor and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

### **2.8.2 Mandatory Affirmative Action Compliance**

No firm may be issued a contract unless it complies with the Affirmative Action requirements of P. L. 1975, C. 127 as identified in the documents attached hereto. The form shall be properly executed.

### **2.8.3 Americans with Disabilities Act of 1990**

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner harmless.

### **2.8.4 Stockholder Disclosure**

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFP.

### **2.8.5 Non-Collusion Affidavit**

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

### **2.8.6 Business Registration P.L. 2009, c.315**

Reforms Business Registration Certificate Filing; permits filing prior to award of contracts if not filed with bid. Effective with bids received and contracts awarded after January 18, 2010, this law removes the requirement of the Local Public Contracts Law ([N.J.S.A. 40A:11-23.2](#)) that required a

bid to be rejected if the bidder failed to include a BRC with the bid, even though it may have been the otherwise lowest responsible bid. The law now allows the BRC to be filed anytime prior to award of the contract and the bidder had to have obtained the BRC prior to receipt of bids. This permits the BRC to be required with a bid, or submitted subsequently. If a BRC is required in a bid, but not submitted with the bid, it would be an immaterial defect; curable by being filed prior to award of the contract. A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone at (609) 292-1730.

#### **2.8.7 Insurance and Indemnification**

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided.

#### **2.8.8 Pay to Play**

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

#### **2.9.4 Multiple Proposals Not Accepted**

#### **2.9.5 Bid Prohibited**

Deleted

#### **2.10 Subcontractors**

**Respondents shall be the point of contact for this project.**

#### **2.11 Failure to Enter Contract**

Should the respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the owner may then, at its option, accept the proposal of another respondent.

#### **2.12 Commencement of Work**

The contractor agrees to commence work after the date of award by the owner and upon notice from the using department.

### **2.13 Termination of Contract**

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the Contract or if the contractor violates any requirements of the Contract, the owner shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the owner of any obligation for the balances to the contractor of any sum or sums set forth in the Contract. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the owner under this provision. In case of default by the contractor, the owner may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

### **2.14 Challenge of Specifications**

Any respondent who wishes to challenge a specification shall file such challenge in writing.

### **2.15 Payment**

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the Proposal Cost Form.

### **2.16. Ownership of Material**

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract. Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner.

### **2.17 RECORDS FOR THE NEW JERSEY STATE COMPTROLLER**

Pursuant to N.J.S.A. 52:15C-14(d), relevant records of private vendors or other persons entering into contracts with the County are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

### **2.18 BUDGET SEQUESTRATION**

**All contracts shall include the following language with regard to automatic spending cuts to United States federal government funding:**

**“THE CONTRACT AWARD IS CONTINGENT UPON RECEIVING REQUISITE FEDERAL FUNDING NECESSARY TO COMPLETE THE TERMS OF THE CONTRACT.”**

### **3.0 Scope of Work**

**Refer to Project Specifications.**

#### **4.0 PROPOSAL REQUIREMENTS**

The following outlines the proposal requirements. Submission of a proposal pursuant to this RFP constitutes acknowledgement and acceptance of the terms and conditions set forth herein. The RFP will be incorporated into any resulting Contract with the successful proposer, along with any terms of the accepted proposal which are not in conflict therewith, as well as provisions which are permissible matters for negotiation, as set forth herein. The contents of the proposal submitted by the successful proposer may become contractual obligations if a Contract is awarded.

Each proposal must contain the following:

##### **1. Cover Letter for the Proposal**

A cover letter must be submitted with the proposal. The cover letter should be limited to one page and must include the company name, company address, and the name, telephone number, fax number, and e-mail address of the person(s) authorized to represent the firm on all matters relating to the RFP and any contract awarded pursuant to this RFP. A person authorized to bind the proposer to all commitments made in the proposal must sign the letter.

##### **2. Providing Services to Meet Goals & Objectives**

Each proposer shall furnish a narrative of how the organization will provide services to meet the County's goals and objectives.

##### **3. Proposer Experience**

Each proposer shall furnish a narrative supported by relevant data regarding past experience with similar projects, including names of organizations and persons with whom proposer has entered into contracts and employment for substantially similar services as described herein, within the last five (5) years. Proposer shall also identify the individuals who will be assigned to work on this project.

Each proposer shall also furnish a list of references including names, addresses, phone numbers, and principal contacts in which the proposer has provided similar services. By submitting a proposal, a proposer consents to County contacting listed references, as well as parties with whom proposer has previously contracted. The results of those contacts will be considered by County in its evaluation of proposer's proposal, and provided herein.

##### **4. Projected Costs and Proposed Services**

Itemize the annual projected costs of each component in the "Scope of Services" described above.



## **5. Evaluation, Review and Selection Process**

### **5.1 Proposals to Remain Subject to Acceptance**

RFP responses shall remain open for a period of sixty (60) calendar days from the submittal date. The owner may either award the Contract within the applicable time period or reject all proposals. The owner may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the owner, be held for consideration for such longer period as may be agreed.

### **5.2 Rejection of Proposals**

The owner reserves the right to reject proposals in accordance with 40A:11 et. Seq, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the owner that such respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The owner reserves the right to waive any minor informality in the RFP.

### **5.3 Evaluation Process**

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. Multiple contracts may be awarded.

### **5.4 Evaluation Criteria**

The criteria considered in the evaluation of each proposal follows. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful respondent.

#### **CRITERIA AND EVALUATION PROCESS**

The County evaluation committee will conduct review of all proposals based upon the criteria in this RFP to determine compliance with proposal requirements and mandatory document submissions. All proposals shall be reviewed to determine that the minimum eligibility requirements have been met.

#### **Understanding of the Requested Work**

This will be based on the quality of the content of the Technical Approach and the respondent's ability to communicate a thorough understanding of the required tasks and the approach to meet the scope of work outlined in the RFP. Proposals will be evaluated based upon the responsiveness including the submittal of all procurement documents, qualifications and references within the last five years.

#### **Knowledge, Artistic and Technical Competence**

This includes the ability of the bidder to perform all of the tasks and adequately fulfill the stated requirements. The bidder will be evaluated on technical suitability for the tasks required. Proposals must contain complete discussions regarding technical processes, qualifications, and equipment available for the project. The hardware and software to be used in all stages of the work must be described with adequate information. Respondents will be evaluated based upon artistic endeavor and the ability to provide the services stated in the Scope of Work, Goals and Objectives.

**Costs and Detailed Budget**

Respondents are required to provide costs for each of the tasks proposed and include a detailed budget to provide the services proposed within the County's annual budget not to exceed \$35,000.00.

**Additional Information**

Price shall be based on the requirements set forth. Any services not included as part of any resulting contract scope of services must be approved and authorized by the owner before such work is initiated. The owner shall pay for such approved services, at the rate or cost agreed upon between the owner and contractor, provided the respondent has provided a schedule of fees for additional services with this RFP.

**5.5 Payment**

Payment will be made on presentation of owner's voucher duly signed and executed.  
Term of the contract: One Year

**5.5 Notice of Award**

The successful respondent will be notified of the award of contract upon a favorable decision by the governing body. The Purchasing Agent may then send a Purchase Order/Voucher to the contractor.

### Proposal Checklist

The following checklist is provided as assistance to the development of the RFP Response. It in no way supersedes or replaces the requirements of the RFP. Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your RFP.

Business Registration Certificate to be supplied  
PRIOR TO CONTRACT AWARD \_\_\_\_\_

Acknowledgement of Receipt of Addenda \_\_\_\_\_

Stockholder Disclosure  
(MANDATORY REJECTION IF NOT INCLUDED) \_\_\_\_\_

Iran Certification \_\_\_\_\_

Affirmative Action Statement \_\_\_\_\_

Affirmative Action Mandatory Language \_\_\_\_\_

Americans with Disabilities Act Mandatory Language \_\_\_\_\_

Non-Collusion Affidavit \_\_\_\_\_

Certification and Disclosure of Political Contributions \_\_\_\_\_

Qualification Statement with the following:

- 1. Cover Letter for the Proposal**
- 2. Ability to Provide Services to Meet Goals and Objectives**
- 3. Proposer Experience and References**
- 4. Projected Costs with Itemized Budget and Proposed Services**

**COUNTY OF MERCER**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ **No addenda were received:**

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### **Contract Language for BRC Compliance**

*Goods and Services Contracts (including purchase orders)*


*\* Construction Contracts (including public works related purchase orders)*

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:


- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers\* or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

SAMPLE OF THE NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME:	TRADE NAME:	 John S. Tully Acting Director
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
970-097-382/500	0107330	
ADDRESS:	ISSUANCE DATE:	
847 ROEBLING AVE	07/14/04	
TRENTON NJ 08611		
EFFECTIVE DATE:		
01/01/01		
FORM-BRC(08-01)		

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

 STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112823533	

**EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the County, prior to execution of the contract, one of the following documents:

**Goods and General Service Vendors**

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the County and the Division. This approval letter is valid for one year from the date of issuance.

**Do you have a federally-approved or sanctioned EEO/AA program?** Yes ☐ No ☐  
**If yes, please submit a photostatic copy of such approval.**

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the County as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

**Do you have a State Certificate of Employee Information Report Approval?** Yes ☐ No ☐  
**If yes, please submit a photostatic copy of such approval.**

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the County. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(REVISED 4/10)

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.



In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302, electronically provided by the Division and distributed to the public agency through the Division's website at: [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

### **STOCKHOLDER DISCLOSURE CERTIFICATION**

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. Form of Statement shall be completed.

The Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

**STOCKHOLDER DISCLOSURE CERTIFICATION**  
**This Statement Shall Be Included with Bid Submission**

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Partnership              | <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Sole Proprietorship           |
| <input type="checkbox"/> Limited Partnership      | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | <input type="checkbox"/> Non-Profit Corporation        |  |

**This form shall be completed and signed. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.**

Stockholders:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**LEGAL NAME OF BUSINESS** \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name & Title \_\_\_\_\_

## **P.L. 2012 BID OR PROPOSAL PROHIBITED**

C.52:32-57 "P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran."

I am the duly authorized agent making certification that there has been no engagement in certain investment activities in energy or finance sectors of Iran as prohibited by P.L. 2012, c.25. The Chapter 25 list is found at:

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>

NAME OF BIDDER

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SIGNATURE OF AUTHORIZED REPRESENTATIVE

---

TITLE

---

DATE

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**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The CONTRACTOR and the County of Mercer do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant hereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the County pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the County in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the County, its agents, servants, and employees from and against any and all suits, claims, losses demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the County grievance procedure, the CONTRACTOR agrees to abide by any decision of the County which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the County or if the County incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The County shall, as soon, practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the County or any of its agents, servants, and employees, the County shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the County or its representatives.

It is expressly agreed and understood that any approval by the County of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the County pursuant to this paragraph.

It is further agreed and understood that the County assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the County from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

## **EXCERPTS FROM THE EEOC SEXUAL HARASSMENT GUIDELINES**

### **PART 1604 -- GUIDELINES ON DISCRIMINATION BECAUSE OF SEX**

#### **1604.11 Sexual Harassment**

(a) Harassment on the basis of sex is a violation of Sec. 703 of Title VII (of the Civil Rights Act of 1964). Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

(b) In determining whether alleged conduct constitutes sexual harassment, The Commission (EEOC) will look at the record as a whole and at the totality of the circumstances, such as the nature of the sexual advances and the context in which the alleged incidents occurred. The determination of the legality of a particular action will be made from the facts, on a case by case basis.

(c) Applying general Title VII principles, an employer, employment agency, joint apprenticeship committee or labor organization (hereinafter collectively referred to as "employer") is responsible for its acts and those of its agents and supervisory employees with respect to sexual harassment regardless of whether the specific acts complained of were authorized or even forbidden by the employer and whether the employer knew or should have known of their occurrence. The Commission will examine the circumstances of the particular employment relationship and the job functions performed by the individual in determining whether an individual in determining whether an individual acts in either a supervisory or agency capacity.

(d) With respect to conduct between fellow employees, employer is responsible for acts of sexual harassment in the workplace where the employer (or its agents or supervisory employees) knows or should have known of the conduct, unless it can be show that it took immediate and appropriate corrective action.

(e) An employer may also be responsible for the acts of non-employees, with respect to sexual harassment of employees in the workplace, where the employer (or its agents or supervisory employees) knows or should have known of the conduct and fails to take immediate and appropriate corrective action. In reviewing these cases the Commission will consider the extent of the employer's control and any other legal responsibility, which the employer may have with respect to the conduct of such non-employees.

### **INSURANCE AND INDEMNIFICATION REQUIREMENTS**

If it becomes necessary for the consultant, either as principal or by agent or employee, to enter upon the premises or property of the County, the consultant hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accidents, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The consultant further covenants and agrees to indemnify and save harmless the County from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any County regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The consultant shall maintain sufficient insurance to protect against all claims under Workers Compensation as statutorily required, General Liability and Professional Liability in the amount of \$1,000,000.00 single occurrence and \$2,000,000.00 general aggregate and Automobile Insurance in the amount of \$1,000,000.00 combined single limit. Vendors are responsible to provide updated certificates as policies renew. Depending upon the scope of work and goods or services provided, specific types of insurance may not be required. The Mercer County Division of Insurance and Property Management will make this determination.

**In all cases where a Certificate of Insurance is required, the County of Mercer is to be named as an additional insured and named as the certificate holder as follows: "County of Mercer, 640 South Broad Street, PO Box 8068, Trenton, NJ 08650-0068". The Certificate shall contain a 30-day notice of cancellation.**

### **WAIVER OF SUBROGATION CLAUSE**

Consultant, as a material part of the consideration to be rendered to the County, hereby waives all claims against the County for damages to the goods, wares and merchandise in, upon or about said premises, and consultant will hold the County exempt and harmless from any damage and injury to any such person or to the goods, wares or merchandise of any such person, arising from the use of the premises by the consultant or from failure of the consultant to keep the premises in good condition and repair as herein provided.

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Dated and Signed

## **INSURANCE CERTIFICATE**

### **PLEASE TAKE NOTE OF THE FOLLOWING CHANGE**

As you may be aware, there has been a recent change to the ACCORD insurance certificate which precludes placing the number of days for cancellation notification in the lower left hand box. You may fulfill the requirement for a 30-day notice of cancellation for a County of Mercer contract in any one of the following ways:

1. indicate a 30-day notice of cancellation in the Description of Operations box at the bottom of the certificate
2. indicate a 30-day notice of cancellation on a separate page
3. provide a copy of the cancellation clause from the policy (you do not need to provide a copy of the entire policy, only the page(s) referencing the cancellation clause)

If you need further clarification on this or other insurance certificate issues, please contact the Insurance and Property Management Office at 609-989-6655.



**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY

COUNTY OF MERCER SS:

I, \_\_\_\_\_ of the City of \_\_\_\_\_,  
in the County of \_\_\_\_\_, and the State of \_\_\_\_\_,

of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_

of the firm of \_\_\_\_\_

bidder making the proposal for the above named Contract, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participate in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Contract; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the County of Mercer relied upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the Contract for the said proposal.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by

\_\_\_\_\_  
(Name of Vendor)

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public)

Notary Public of \_\_\_\_\_

My Commission expires \_\_\_\_\_, 20\_\_\_\_

## PROPOSAL

The undersigned bidder declares that he/she has read the Notice to Bidders, Instructions to Bidders, Affidavits and Specifications attached, that he/she has determined the conditions affecting the bid agrees, if this proposal is accepted, to furnish and deliver the following:

BRANDING AND MARKETING THE TRENTON-MERCER AIRPORT FOR A PERIOD OF ONE YEAR

\_\_\_\_\_  
**(SIGNATURE BY AUTHORIZED REPRESENTATIVE)**

The undersigned is a Corporation, Partnership or Individual under the laws of the State of

\_\_\_\_\_ having its principal office at \_\_\_\_\_

COMPANY \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
NAME \_\_\_\_\_  
TELEPHONE \_\_\_\_\_  
FAX \_\_\_\_\_  
E-MAIL \_\_\_\_\_  
DATE \_\_\_\_\_

## CONTRACT AWARD

Upon opening bids, pricing shall remain firm for a period of sixty (60) calendar days. In the event that the award is not made within sixty (60) calendar days, bidders may hold their bid consideration beyond sixty days or until the contract is awarded.

☐ Check here if willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

☐ Check here if not willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

---

**AUTHORIZED SIGNATURE**

## EMERGENCY SERVICES

In the event of an emergency, Vendor will provide priority service for Mercer County.

### VENDOR EMERGENCY COMPLIANCE

YES ☐

NO ☐

In the event of an emergency, identify your company procedure for emergency delivery of services should your facility be affected by a critical disruption:

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COUNTY OF MERCER  
**Certification of Political Contributions**  
(Effective February 1, 2005)

**PROFESSIONAL BUSINESS ENTITY:**

**NAME AND POSITION OF FILING OFFICER**

\_\_\_\_\_

**BUSINESS ADDRESS:**

\_\_\_\_\_

**CITY STATE AND ZIP CODE:**

\_\_\_\_\_

**Refer to the attached link:**

[http://nj.gov/counties/mercerc/news/publications/pdf/2004\\_14\\_ordinance.pdf](http://nj.gov/counties/mercerc/news/publications/pdf/2004_14_ordinance.pdf)

**Mercer County Ordinance No. 2004-14** This Ordinance, effective February 1, 2005, provides that all professional business entities seeking a professional services contract on a no-bid basis with the County of Mercer or any of its boards, independent authorities or commissions are required to provide a sworn statement or certification that the professional business entity has not made and will not make a political contribution in violation of said Ordinance.

**Certification** I, the undersigned, certify that:

- (1) I have reviewed Mercer County Ordinance No. 2004-14 and understand the terms therein.
- (2) The following individuals and/or entities have not solicited a political contribution or made a political contribution in violation of the provisions set forth in Mercer County Ordinance No. 2004-14 (*No-Bid Professional Services Contracts*) in excess of the limits set forth in said Ordinance: (i) the professional business entity identified above; (ii) all principals who own or control 10% or more of the equity of the corporation, partnership or professional business entity including principals, partners and officers in the aggregate; (iii) any subsidiaries directly controlled by the professional business entity; and (iv) if the professional business entity is a natural person, that person's spouse and/or child, living at the same address.
- (3) I am duly authorized and empowered to make this certification on behalf of the professional business entity and those others referenced above.
- (4) The foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment including, but not limited to, the penalty terms set forth in Mercer County Ordinance No. 2004-14.

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**COUNTY OF MERCER**  
**Disclosure of Political Contributions**

**Professional Business Entity:** \_\_\_\_\_

Pursuant to Mercer County Ordinance No. 2004-14 all professional business entities with which the County of Mercer or any of its boards, independent authorities or commissions intends to award professional services contracts on a no-bid basis are required to disclose, among other things, all political contributions made within the twelve month period immediately preceding the date of the awarding of the contract or agreement to (1) a campaign committee or fund of any candidate for or holder of a public office within Mercer County government; (2) any municipal or county party committee; or (3) any political action committee (PAC) that is organized for the purpose of promoting or supporting Mercer County government candidates or officeholders. **Indicate "none" if no such contributions have been made.**

A separate Disclosure must be submitted by each of the following, defined as a "Professional Business Entity" under the Ordinance:

- (i) a professional business entity submitting a Disclosure on its own behalf;
- (ii) all principals who own or control 10 % or more of the equity of the corporation, partnership or professional business entity;
- (iii) any subsidiaries directly controlled by the professional business entity; or
- (iv) if a professional business entity is a natural person, that person's spouse and/or child, living at the same address.

**Pertaining to Disclosure of Political Contributions to any political action committee (PAC) that is organized for the purpose of promoting/supporting Mercer County candidates/officeholders. Indicate "none" if no such contributions have been made.**

Name of Political Action Committee	Date of Contribution	Amount of Contribution	Type of Contribution i.e., Cash, Check, Loan, In Kind	Purpose of Political Action Committee

**Pertaining to Disclosure of Political Contributions to: any candidate committee and/or election fund of any candidate for or current holder of a public office within Mercer County government; and any municipal or county political party committee. Indicate "none" if no such contributions have been made.**

Name of Committee or Fund	Date of Contribution	Amount of Contribution	Type of Contribution i.e., Cash, Check, Loan, In Kind	

I have reviewed Mercer County Ordinance No. 2004-14 and understand its terms. I certify that, to the best of my knowledge and belief, the foregoing statements by me are true and that I am duly authorized to make this certification. I am aware that if any of the statements are wilfully false, I am subject to punishment.

**Company or Professional Business Entity:**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Relationship to Professional Business Entity: (See ii, iii and iv above)**

**If ii applies, list principals and % of ownership or control:** \_\_\_\_\_

**If iii applies, name and address of subsidiary:** \_\_\_\_\_

**If iv applies, name of spouse and/or child:** \_\_\_\_\_

## **I. BACKGROUND**

### **A. COUNTY OF MERCER**

The County of Mercer ("County") is seeking proposals through a fair and open process for branding and marketing services for the Trenton-Mercer Airport (TTN) over the next year.

### **B. OVERVIEW**

The Mercer County Department of Transportation and Infrastructure requests proposals from all interested parties for the branding and marketing at the Trenton-Mercer Airport (TTN). The responses shall include specific information on your company and how your firm can best promote and market TTN.

As New Jersey's capital county, Mercer County is a center for commerce and culture in the Garden State. Located midway between New York City and Philadelphia in New Jersey's center, Mercer's 12 municipalities are home to more than 366,000 people in 226 square miles.

Mercer County boasts some of the finest cultural and historic sites in the state and features first-class parks, a living history farm, a wildlife center and four public golf courses. The Sun National Bank Center in Trenton serves as a venue for popular performance acts and Arm and Hammer Park on the Delaware River is home to the Trenton Thunder, a New York Yankees AA affiliate. Mercer County Park in West Windsor has fields for cricket, football, lacrosse, softball, soccer and volleyball, an ice rink for skaters and hockey leagues, and Mercer Lake for paddle boating. In nearby Princeton is the Tony Award-winning McCarter Theatre Center and in Hamilton, the artistically enchanting Grounds for Sculpture.

Mercer County is also home to one of America's oldest universities, Princeton, and to Rider University, The College of New Jersey, Thomas Edison State College and Mercer County Community College. There is easy access to the region by interstate highway and by rail and air transportation. Amtrak, SEPTA and New Jersey Transit serve passengers at the Trenton, West Trenton, Hamilton and Princeton Junction stations, while the River Line light rail system connects Mercer to South Jersey.

As you may be aware, Trenton-Mercer Airport has been an important part of the Greater Central Jersey Region for over 80-years. It is both a major economic engine for the area and an air travel hub that hosts a robust mix of commercial, corporate, private, and government aviation users. It is the current home to Frontier Airlines' Regional Headquarters ([www.flyfrontier.com](http://www.flyfrontier.com)), which offers non-stop service to Orlando, St. Augustine, Fort Myers, Tampa, Fort Lauderdale, Atlanta, Chicago-Midway, Cincinnati, Cleveland, Columbus, Detroit, Indianapolis, Milwaukee, Minneapolis, Nashville, St. Louis, and Raleigh/Durham and the aviation division headquarters of a number of Fortune 100 Companies, the NJ State Police, the New Jersey Army National Guard and two flight schools.

### **C. BUDGET**

The budget figure for FY2015 has been established and is \$35,000.



## **II. RFP SPECIFICATIONS**

### **A. GOALS AND OBJECTIVES**

The objective of this RFP is to award a one (1) year agreement to an entity that will provide branding and marketing services to TTN, including, but not limited to: Identify Airport "brand" (logo and tag messages) Development of a branding strategy.

1. Develop a branding strategy;
2. Create and design color palette, tag line and brand standards;
3. Identify ways to incorporate new brand to market to public;
4. Provide photos/artwork to become airport property for further media efforts;
5. Incorporate the new "message" and build on the new "message" with airport staff.
6. Develop content that could assist in media/marketing (radio/billboards/advertising general).

### **B. SCOPE OF SERVICES**

All services shall be provided under the direction of the County's Department of Transportation and Infrastructure. The branding and marketing services provided shall include, but not be limited to, the following tasks:

#### ***1. Create the brand at TTN:***

- a. Design a new logo;
- b. Create a consistent message and color scheme.

#### ***2. Assist with the development and design of a new website for the airport;***

#### ***3. Determine best methods of advertising new brand to users as well as promote the new culture to airport employees and users:***

- a. Utilize all forms of social media to support this new brand; including, but not limited to, the new website, Facebook and twitter;
- b. Recommend the best utilization of all forms of social media to support this new brand including, but not limited to, the new website and social media;

#### ***4. Develop and maintain airport images for the County***

#### ***5. Organize the training of staff to incorporate this message into their daily services***

### **C. ELIGIBLE PROPOSERS**

Proposals will be accepted from organizations (profit or non-profit), or other collaborative arrangements that meet the requirements of this RFP.

#### **D. Contract Term**

The term of the contract with the successful proposer shall be one (1) year.

**E. SCHEDULE**

**RELEASE:** NOVEMBER 14, 2014  
**PREPROPOSAL CONFERENCE:** NOVEMBER 21, 2014 AT 10:00 A.M. AT 640 S. BROAD STREET, TRENTON, NJ IN ROOM 321  
**QUESTIONS:** NOVEMBER 24, 2014 TO [MCOVELLO@MERCERCOUNTY.ORG](mailto:MCOVELLO@MERCERCOUNTY.ORG) BY 4:00 P.M.  
**ADDENDA ISSUED:** NOVEMBER 25, 2014 ON COUNTY WEBSITE  
**PROPOSALS DUE:** DECEMBER 9, 2014 AT 11:00 A.M.

**F. DEADLINE FOR SUBMISSION OF PROPOSALS**

The original sealed proposal, together with ten complete copies must be received by 11:00 A.M. on DECEMBER 9, 2014 AT 11:00 A.M. and delivered to:

Marcella Covello  
Purchasing Agent  
McDade Administration Building  
Room 321  
640 S. Broad Street  
PO Box 8068  
Trenton, NJ 08650

Timely submission of proposals is the sole responsibility of the proposer. The County reserves the right to determine the timeliness of all submissions. Late proposals will not be accepted. All proposals received after the deadline will be returned unopened.

**G. PROPOSAL REQUIREMENTS**

The following outlines the proposal requirements. Submission of a proposal pursuant to this RFP constitutes acknowledgement and acceptance of the terms and conditions set forth herein. The RFP will be incorporated into any resulting Contract with the successful proposer, along with any terms of the accepted proposal which are not in conflict therewith, as well as provisions which are permissible matters for negotiation, as set forth herein. The contents of the proposal submitted by the successful proposer may become contractual obligations if a Contract is awarded. Each proposal must contain the following:

**1. Cover Letter for the Proposal**

A cover letter must be submitted with the proposal. The cover letter should be limited to one page and must include the company name, company address, and the name, telephone number, fax number, and e-mail address of the person(s) authorized to represent the firm on all matters relating to the RFP and any contract awarded pursuant to this RFP. A person authorized to bind the proposer to all commitments made in the proposal must sign the letter.

**2. Providing Services to Meet Goals & Objectives**

Each proposer shall furnish a narrative of how the organization will provide services to meet the County's goals and objectives.

**3. Proposer Experience**

Each proposer shall furnish a narrative supported by relevant data regarding past experience with similar projects, including names of organizations and persons with whom proposer has entered into contracts and employment for substantially similar services as described herein, within the last five (5) years. Proposer shall also identify the individuals who will be assigned to work on this project.

Each proposer shall also furnish a list of references including names, addresses, phone numbers, and principal contacts in which the proposer has provided similar services. By submitting a proposal, a proposer consents to County contacting listed references, as well as parties with whom proposer has previously contracted. The results of those contacts will be considered by County in its evaluation of proposer's proposal, and provided herein.

#### **4. Projected Costs and Proposed Services**

Itemize the annual projected costs of each component in the "Scope of Services" described above.

#### **H. CRITERIA AND EVALUATION PROCESS**

The County evaluation committee will conduct review of all proposals based upon the criteria in this RFP to determine compliance with proposal requirements and mandatory document submissions. All proposals shall be reviewed to determine that the minimum eligibility requirements have been met.

##### **Understanding of the Requested Work**

This will be based on the quality of the content of the Technical Approach and the respondent's ability to communicate a thorough understanding of the required tasks and the approach to meet the scope of work outlined in the RFP. Proposals will be evaluated based upon the responsiveness including the submittal of all procurement documents, qualifications and references within the last five years.

##### **Knowledge, Artistic and Technical Competence**

This includes the ability of the bidder to perform all of the tasks and adequately fulfill the stated requirements. The bidder will be evaluated on technical suitability for the tasks required. Proposals must contain complete discussions regarding technical processes, qualifications, and equipment available for the project. The hardware and software to be used in all stages of the work must be described with adequate information. Respondents will be evaluated based upon artistic endeavor and the ability to provide the services stated in the Scope of Work, Goals and Objectives.

##### **Costs and Detailed Budget**

Respondents are required to provide costs for each of the tasks proposed and include a detailed budget to provide the services proposed within the County's annual budget not to exceed \$35,000.00.

#### **I. CONTRACT AWARD PROCESS**

A Selection Committee will review all qualified proposals. The Selection Committee reserves the right to contact any or all of the Proposers during the review process for clarification. Additionally, the evaluation committee may request a presentation from respondents. After the proposals are reviewed, the Selection Committee will make their selection recommendation to the County Administration. Upon its approval, the proposal will then be placed for a vote before the Mercer County Board of Chosen Freeholders.

### **III. GENERAL RFP AND COUNTY CONTRACT INFORMATION**

The following terms and conditions apply to the agreement entered into between the successful proposer and the County:

#### **A. Term**

The term of this contract shall be one year.

**B. Budget**

Total expenditures shall not exceed the amount budgeted by the County for that year.

**C. Costs Incurred by Proposers**

All costs of proposal preparation shall be the responsibility of the proposer. The County shall not, in any event, be liable for any pre-contractual expenses incurred by proposers in the preparation and/or submission of the proposals. Proposals shall not include any such expenses as part of the proposed budget.

**D. Termination**

Any contract awarded pursuant to this RFP may be terminated by the County, with or without cause, upon 30 days prior written notification by the County to the successful proposer.